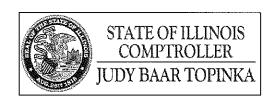
FY 2014 ANNUAL TAX INCREMENT FINANCE REPORT



Name of Municipality:		Village of Brookfield	Reporting Fiscal Year:		2014
County:		Cook	Fiscal Year	End:	12/31/2014
Unit Code:		016/070/32	<u> </u>		
		TIF Administrator	Contact Inf	ormation	
First Name:	Keith		Last Name:	Sbiral	
Address:	8820 Broo	kfield Ave	Title:	Village Manager	
Telephone:	708-485-1	115	City:	Brookfield	Zip: 60513
Mobile	NA .		E-mail	ksbiral@brookfieldil.gov	<u></u>
Mobile			Best way to	X Email	Phone
Provider	NA		contact	Mobile	Mail
<u> </u>		1-74.4-5 (d) (1.5) and 65 ILCS 5/11	74.6.22.(d)	(1.5)*)	·
Section 1 (0	3 1203 3/1	FILL OUT ONE FO			
Nar	ne of Red	evelopment Project Area	. —	ate Designated	Date Terminated
Ogden Avenue Redevelopment Area			9/8/2008		
			1		

^{*}All statutory citations refer to one of two sections of the Illinois Municipal Code: the Tax Increment Allocation Redevelopment Act [65 ILCS 5/11-74.4-3 et. seq.] or the Industrial Jobs Recovery Law [65 ILCS 5/11-74.6-10 et. seq.]

SECTION 2 [Sections 2 through 5 must be completed for <u>each</u> redevelopment project area listed in Section 1.] FY 2014

	Ogden Avenue
Name of Redevelopment Project Area:	Redevelopment Area
Primary Use of Redevelopment Project Area*:	Retail & Other Commercial
If "Combination/Mixed" List Component Types:	- 17/15/-/1750/-/AAA-4
Under which section of the Illinois Municipal Code was Redevelopment Project Area designat	ed? (check one):
Tax Increment Allocation Redevelopment Act _x Industrial Jobs Recovery Law	

	No	Yes
Were there any amendments to the redevelopment plan, the redevelopment project area, or the State		
Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (1) and 5/11-74.6-22 (d) (1)]		
If yes, please enclose the amendment labeled Attachment A	x	
Certification of the Chief Executive Officer of the municipality that the municipality has complied with all		
of the requirements of the Act during the preceding fiscal year. [65 ILCS 5/11-74.4-5 (d) (3) and 5/11-		
74.6-22 (d) (3)]		
Please enclose the CEO Certification labeled Attachment B		x
Opinion of legal counsel that municipality is in compliance with the Act. [65 ILCS 5/11-74.4-5 (d) (4) and		
5/11-74.6-22 (d) (4)]		
Please enclose the Legal Counsel Opinion labeled Attachment C		x
Were there any activities undertaken in furtherance of the objectives of the redevelopment plan,		
including any project implemented in the preceding fiscal year and a description of the activities		
undertaken? [65 ILCS 5/11-74.4-5 (d) (7) (A and B) and 5/11-74.6-22 (d) (7) (A and B)]		
If yes, please enclose the Activities Statement labeled Attachment D		
	×	
Were any agreements entered into by the municipality with regard to the disposition or redevelopment		
of any property within the redevelopment project area or the area within the State Sales Tax Boundary?		
[65 ILCS 5/11-74.4-5 (d) (7) (C) and 5/11-74.6-22 (d) (7) (C)]		
If yes, please enclose the Agreement(s) labeled Attachment E		x
Is there additional information on the use of all funds received under this Division and steps taken by the		•
municipality to achieve the objectives of the redevelopment plan? [65 ILCS 5/11-74.4-5 (d) (7) (D) and		
5/11-74.6-22 (d) (7) (D)]		
If yes, please enclose the Additional Information labeled Attachment F	×	
Did the municipality's TIF advisors or consultants enter into contracts with entities or persons that have		
received or are receiving payments financed by tax increment revenues produced by the same TIF? [65		
ILCS 5/11-74.4-5 (d) (7) (E) and 5/11-74.6-22 (d) (7) (E)]		
if yes, please enclose the contract(s) or description of the contract(s) labeled Attachment G	x	
Were there any reports or meeting minutes submitted to the municipality by the joint review board? [65		•
ILCS 5/11-74.4-5 (d) (7) (F) and 5/11-74.6-22 (d) (7) (F)]		
If yes, please enclose the Joint Review Board Report labeled Attachment H	x	
Were any obligations issued by municipality? [65 ILCS 5/11-74.4-5 (d) (8) (A) and		
5/11-74.6-22 (d) (8) (A)]		
If yes, please enclose the Official Statement labeled Attachment I	x	
Was analysis prepared by a financial advisor or underwriter setting forth the nature and term of		
obligation and projected debt service including required reserves and debt coverage? [65 ILCS 5/11-74.4-		
5 (d) (8) (B) and 5/11-74.6-22 (d) (8) (B)]	1	
If yes, please enclose the Analysis labeled Attachment J	x	
Cumulatively, have deposits equal or greater than \$100,000 been made into the special tax allocation		
fund? 65 ILCS 5/11-74.4-5 (d) (2) and 5/11-74.6-22 (d) (2)		
If yes, please enclose Audited financial statements of the special tax allocation fund		
labeled Attachment K		x
Cumulatively, have deposits of incremental revenue equal to or greater than \$100,000 been made into		
the special tax allocation fund? [65 ILCS 5/11-74.4-5 (d) (9) and 5/11-74.6-22 (d) (9)]		
If yes, please enclose a certified letter statement reviewing compliance with the Act labeled		
Attachment L		x
A list of all intergovernmental agreements in effect in FY 2010, to which the municipality is a part, and an		
accounting of any money transferred or received by the municipality during that fiscal year pursuant to		
those intergovernmental agreements. [65 ILCS 5/11-74.4-5 (d) (10)]		
If yes, please enclose list only of the intergovernmental agreements labeled Attachment M	x	

^{*} Types include: Central Business District, Retail, Other Commercial, Industrial, Residential, and Combination/Mixed.

SECTION 3.1 - (65 ILCS 5/11-74.4-5 (d) (5) and 65 ILCS 5/11-74.6-22 (d) (5))

Provide an analysis of the special tax allocation fund.

FY 2014

TIF NAME: Ogden Avenue Redevelopment Area

Fund Balance at Beginning of Reporting Period	\$	144,243
---	----	---------

Revenue/Cash Receipts Deposited in Fund During Reporting FY:	Reporting Year	Cumulative*	% of Total
Property Tax Increment			0%
State Sales Tax Increment			0%
Local Sales Tax Increment			0%
State Utility Tax Increment			0%
Local Utility Tax Increment			0%
Interest			0%
Land/Building Sale Proceeds			0%
Bond Proceeds			0%
Transfers from Municipal Sources			0%
Private Sources			0%
Other (identify source; if multiple other sources, attach			
schedule)			0%
Total Amount Deposited in Special Tax Allocation	populated \$ -	ted where 'Repor	ing rour is
Fund During Reporting Period	-	J	
Cumulative Total Revenues/Cash Receipts		\$	- 0%
Total Expenditures/Cash Disbursements (Carried forward from Section 3.2)	\$ 21,391		
Distribution of Surplus]	
Total Expenditures/Disbursements	\$ 21,391		
NET INCOME/CASH RECEIPTS OVER/(UNDER) CASH DISBURSEMENTS	\$ (21,391)]	
FUND BALANCE, END OF REPORTING PERIOD* * if there is a positive fund balance at the end of the reporting period, you must	\$ 122,852 complete Section 3.]	
SURPLUS*/(DEFICIT)(Carried forward from Section 3.3)	\$ -]	

FY 2014

TIF NAME: Ogden Avenue Redevelopment Area

ITEMIZED LIST OF ALL EXPENDITURES FROM THE SPECIAL TAX ALLOCATION FUND

(by category of permissible redevelopment cost, amounts expended during reporting period)

FOR AMOU Category of Permissible Redevelopment Cost [65 ILCS 5/11-74.4-3 (q) and 65 ILCS 5/11-74.6- 10 (o)]	JNTS >\$10,000 SECTION 3	3.2 B MUST BE COMPLETED Reporting Fiscal Year
Costs of studies, administration and professional services—Subsections (q)(1) and (o) (1)		
Audit Fees - Lauterbach & Amen - 2013 TIF Audit	165	
Consulting Fees - Kane, McKenna and Associates - Negotiations/discussions RE: "Lucas	100	
Oil" property acquisition	4,406	mezinariya birahari akan
Legal Fees - Storino, Ramello & Durkin - Concerning TIF Sherwin Williams development	9,122	
	•	
	-	
	-	
		\$ 13,694
2. Cost of marketing sites—Subsections (q)(1.6) and (o)(1.6)		
		Disposit of the large and the same
		PROPERTY OF STREET
	1	\$
B. Property assembly, demolition, site preparation and environmental site improvement costs.		Ψ
Subsection (q)(2), (o)(2) and (o)(3)		NAMES OF BUILDINGS
Property taxes paid on land acquired in 2013	5,197	
Site remediation on land acquired in 2013	2,500	
Site remediation on land acquired in 2013	2,500	
<u> </u>		
		\$ 7,697
 Costs of rehabilitation, reconstruction, repair or remodeling of existing public or private buildings 		
Subsection (q)(3) and (o)(4)		
· · · · · · · · · · · · · · · · · · ·		
t to the state of		
•		¢ .
5 O 1 1 1 2 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		\$
6. Costs of construction of public works and improvements. Subsection (q)(4) and (o)(5)		
	1	
		Party Charles of Engress
***************************************		\$
Contains removing contaminante required by equirenmental laws as rules (a)(A). In its latest lates		
 Costs of removing contaminants required by environmental laws or rules (o)(6) - Industrial Jobs Recovery TIFs ONLY 		
ACCOVERY THE SOMET		
	ļ	
	1	

SECTION 3.2 A		
PAGE 2		
 Cost of job training and retraining, including "welfare to work" programs Subsection (q)(5), (o)(7) and (o)(12) 		
αιν (<i>ν</i> χτ <i>ε</i>)		
		\$ -
8. Financing costs. Subsection (q) (6) and (o)(8)		
MATERIAL TO THE TOTAL THE TOTAL TO THE TOTAL THE TOTAL TO THE TOTAL TH		
MARIANIPPY II		
		\$ -
9. Approved capital costs. Subsection (q)(7) and (o)(9)		
MACA APT 0 - 10 - 11		
the desired desired and the second se		
h 20		-
10. Cost of Reimbursing school districts for their increased costs caused by TIF assisted housing projects. Subsection (q)(7.5) - Tax Increment Allocation Redevelopment TIFs ONLY		
Projects. Consection (4)(1.0) - Lax morament Milocation (Consection) in the ONLT		
- LANCAGE PROPRIENT CONTROL CO		\$ -
11. Relocation costs. Subsection (q)(8) and (o)(10)		
		MARKANA MARKANA KANTANA
	1	
	1884 Alakan di bergangan kebangan kananan kebanasa kebanasa kebanasa kebanasa kebanasa kebanasa kebanasa keban	-
12. Payments in lieu of taxes. Subsection (q)(9) and (o)(11)		
		\$ -
13. Costs of job training, retraining advanced vocational or career education provided by other	pro director de la companya de la co	
taxing bodies. Subsection (q)(10) and (o)(12)	Para Carlo Birto Island	THE REAL PROPERTY.
		-

SECTION 3.2 A		
PAGE 3		
14. Costs of reimbursing private developers for interest expenses incurred on approved redevelopment projects. Subsection (q)(11)(A-E) and (o)(13)(A-E)		
		\$ -
15. Costs of construction of new housing units for low income and very low-income households. Subsection (q)(11)(F) - Tax Increment Allocation Redevelopment TIFs ONLY		
		egraphia com estados de montra estados e
		EVENIER/IENES (EL 25 DE LES 2011)
	ander ny more i i inantena and i dialona ibertana dan diana ibertana dan and inantena e i inantena endada in i	\$ -
16. Cost of day care services and operational costs of day care centers. Subsection (q) (11.5) - Tax Increment Allocation Redevelopment TIFs ONLY		
		Company of the property of the property of
		\$ -
	·	
TOTAL ITEMIZED EXPENDITURES		\$ 21,391

FY 2014

TIF NAME: Ogden Avenue Redevelopment Area

List all vendors, including other municipal funds, that were paid in excess of \$10,000 during the current reporting year.

X There were no vendors, including other municipal funds, paid in excess of \$10,000 during the current reporting period.

Name	Service	Amount
		· · · · · · · · · · · · · · · · · · ·

4		

SECTION 3.3 - (65 ILCS 5/11-74.4-5 (d) (5) 65 ILCS 11-74.6-22 (d) (5))

Breakdown of the Balance in the Special Tax Allocation Fund At the End of the Reporting Period

FY 2014

TIF NAME: Ogden Avenue Redevelopment Area

FUND BALANCE, END OF REPORTING PERIOD		\$	122,852
	Amount of Original		
	Issuance	Amoun	t Designated
1. Description of Debt Obligations			
			•
Total Amount Designated for Obligations	\$ -	\$	
Total Amount Designated for Obligations	٠,	۱ ۶	.
O Description of Desirat Conta to be Daid			
2. Description of Project Costs to be Paid		4	
Reserve Fund Banlance - Additional future Ogden Avenue			
TIF redevelopment costs		\$	122,852
	CONTRACTOR NEW YORK ON A STATE OF THE		
	bonds are a transmission of the fact that the first of the fact of		
Total Amount Designated for Project Costs		\$	122,852
			,
TOTAL AMOUNT DESIGNATED		\$	122,852
TO THE THROUGH DEDICHATED		L.Y.	122,032
CURDI (10*//DEEICIT)		\$	
SURPLUS*/(DEFICIT)		Ş	

^{*} NOTE: If a surplus is calculated, the municipality may be required to repay the amount to overlapping taxing

SECTION 4 [65 ILCS 5/11-74.4-5 (d) (6) and 65 ILCS 5/11-74.6-22 (d) (6)]

FY 2014

TIF NAME: Ogden Avenue Redevelopment Area

Provide a description of all property purchased by the municipality during the reporting fiscal year within the redevelopment project area.

X No property was acquired by the Municipality Within the Redevelopment Project Area

Property Acquired by the Municipality Within the Redevelopment Project Area

Property (1):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	
Property (2):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	
Property (3):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	
Property (4):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

SECTION 5 - 65 ILCS 5/11-74.4-5 (d) (7) (G) and 65 ILCS 5/11-74.6-22 (d) (7) (G) PAGE 1

FY 2014

TIF NAME: Ogden Avenue Redevelopment Area

SECTION 5 PROVIDES PAGES 1-3 TO ACCOMMODATE UP TO 25 PROJECTS. PAGE 1 $\underline{\text{MUST BE INCLUDED}}$ WITH TIF REPORT. PAGES 2-3 SHOULD BE INCLUDED $\underline{\text{ONLY IF}}$ PROJECTS ARE LISTED ON THESE PAGES

Check here if <u>NO</u> projects were undertaken by the Mur	nicipality Within the Redev	velopment Project Area:	X
ENTER total number of projects undertaken by the Mu and list them in detail below*.		·	
TOTAL:	11/1/99 to Date	Estimated Investment for Subsequent Fiscal Year	Total Estimated to
Private Investment Undertaken (See Instructions)	\$ -	- \$ -	\$ -
Public Investment Undertaken	\$ -	- \$	\$ -
Ratio of Private/Public Investment	0		0
Tradio of Fritagest ablic investment			<u> </u>
Project 1: *IF PROJECTS ARE LISTED NUMBER M	UST BE ENTERED ABOY	VE.	
Private Investment Undertaken (See Instructions)			- \$
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0
Project 2:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0
Project 3:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0
Project 4:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0
Project 5:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken	·		
Ratio of Private/Public Investment	0		0
Project 6:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

PAGE 2

	PAGE 2	
Project 7:		
Private Investment Undertaken (See Instructions)	1	
Public Investment Undertaken		
Ratio of Private/Public Investment	0	0
Project 8:		
Private Investment Undertaken (See Instructions)		***************************************
Public Investment Undertaken		
Ratio of Private/Public Investment	0	0
Project 9:		
Private Investment Undertaken (See Instructions)		
Public Investment Undertaken		
Ratio of Private/Public Investment	0	0
Project 10:		
Private Investment Undertaken (See Instructions)		
Public Investment Undertaken		
Ratio of Private/Public Investment	0	0
Project 11:		
Private Investment Undertaken (See Instructions)		
Public Investment Undertaken		
Ratio of Private/Public Investment	0	0
Project 12:		
Private Investment Undertaken (See Instructions)		
Public Investment Undertaken		
Ratio of Private/Public Investment	0	0
Project 13:		
Private Investment Undertaken (See Instructions)		
Public Investment Undertaken		
Ratio of Private/Public Investment	0	0
Project 14:]	
Private Investment Undertaken (See Instructions)		
Public Investment Undertaken	_	
Ratio of Private/Public Investment	0	0
Project 15:		
Private Investment Undertaken (See Instructions)		
Public Investment Undertaken		
Ratio of Private/Public Investment	0	0

PAGE 3					
Project 16:					
Private Investment Undertaken (See Instructions)					
Public Investment Undertaken					
Ratio of Private/Public Investment	0	0			
Project 17:]				
Private Investment Undertaken (See Instructions)					
Public Investment Undertaken					
Ratio of Private/Public Investment	0	0			
Project 18:]				
Private Investment Undertaken (See Instructions)					
Public Investment Undertaken					
Ratio of Private/Public Investment	0	0			
Project 19:	1				
Project 18.					
Private Investment Undertaken (See Instructions)					
Public Investment Undertaken					
Ratio of Private/Public Investment	0	0			
Project 20:					
Private Investment Undertaken (See Instructions)		***			
Public Investment Undertaken					
Ratio of Private/Public Investment	0	0			
Project 21:]				
Private Investment Undertaken (See Instructions)					
Public Investment Undertaken					
Ratio of Private/Public Investment	0	0			
Project 22:]				
Private Investment Undertaken (See Instructions)					
Public Investment Undertaken					
Ratio of Private/Public Investment	0	0			
Project 23:					
Private Investment Undertaken (See Instructions)					
Public Investment Undertaken					
Ratio of Private/Public Investment	0	0			
Project 24:					
Private Investment Undertaken (See Instructions)					
Public Investment Undertaken					
Ratio of Private/Public Investment	0	0			
Project 25:]				
Private Investment Undertaken (See Instructions)					
Public Investment Undertaken					
Ratio of Private/Public Investment	0	0			

Optional: Information in the following sections is not required by law, but would be helpful in evaluating the performance of TIF in Illinois. *even though optional MUST be included as part of complete TIF report

SECTION 6

FY 2014

TIF NAME: Ogden Avenue Redevelopment Area

Provide the base EAV (at the time of designation) and the EAV for the year reported for the redevelopment project area

Year redevelopment

project area was

Reporting Fiscal Year

designated		Base EAV		EAV	
	2008	\$	23,211,529	\$	17,606,449

List all overlapping tax districts in the redevelopment project area. \\

If overlapping taxing district received a surplus, list the surplus.

The overlapping taxing districts did not receive a surplus.

Overlapping Taxing District	Surplus Distributed from redevelopment project area to overlapping districts				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				

SECTION 7

Provide information about job creation and retention

Number of Jobs Retained	Number of Jobs Created	Description and Type (Temporary or Permanent) of Jobs	Total Salaries Paid		
			\$ -		
:			\$ -		
			\$ -		
			\$ -		
			\$ -		
			\$ -		
			\$ -		

SECTION 8

Provide a general description of the redevelopment project area using only major boundaries:

Optional Documents	Enclosed	
Legal description of redevelopment project area	Previously provided	
Map of District	Previously provided	



Village of Brookfield

8820 Brookfield Avenue • Brookfield, Illinois 60513-1688 (708) 485-7344 • FAX (708) 485-4971 www.brookfieldil.gov VILLAGE PRESIDENT Kit P. Ketchmark

VILLAGE CLERK
Catherine A. Colgrass-Edwards

BOARD OF TRUSTEES Ryan P. Evans Michael J. Garvey Nicole M. Gilhooley David P. LeClere Brian S. Oberhauser Michelle D. Ryan

VILLAGE MANAGER Keith R. Sbiral

MEMBER OF Illinois Municipal League Proviso Township Municipal League West Central Municipal Conference

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HOME OF THE CHICAGO ZOOLOGICAL SOCIETY

June 12, 2015

Office of the Comptroller Local Government Division 100 West Randolph, Suite 15-500 Chicago, IL 60601

RE: Village of Brookfield Ogden Ave. Redevelopment Project Area

Please be informed that I, Kit P. Ketchmark, being the duly elected President of the Village of Brookfield, Illinois, do hereby certify that, to the best of my knowledge, the Village of Brookfield has, for the fiscal year ended December 31, 2014, complied with all the requirements of the Tax Increment Allocation Redevelopment Act as set forth in Section 11-74.4-3 of Chapter 24 of the Illinois Revised Statutes.

By:____

Kit P. Ketchmark, Village President

ATTEST:

DI: MANUAL DE GARAGE CONTROLLED

Catherine Colgrass-Edwards, Village Clerk

LAW OFFICES

STORINO, RAMELLO & DURKIN

950I WEST DEVON AVENUE ROSEMONT, ILLINOIS 60018

(847) 318 - 9500

FACSIMILE (847) 318 - 9509

June 19, 2015

THOMAS J. HALLERAN ERIN C. MORIARTY ADAM R. DURKIN

JOSEPH G. KUSPER
MARK R. STEPHENS
BRYAN J. BERRY
ANN M. WILLIAMS
LEONARD P. DIORIO
RICHARD F. PELLEGRINO
DONALD J. STORINO II

OF COUNSEL

IN REPLY REFER TO FILE NO.

Office of the Comptroller Local Government Division James R. Thompson Center 100 W. Randolph Street, Ste. 15-500 Chicago, Illinois 60601

DONALD J. STORINO

MICHAEL K. DURKIN

RICHARD J. RAMELLO

THOMAS M. BASTIAN

JAMES E. MACHOLL

ANTHONY J. CASALE

ANDREW Y. ACKER

PETER A. PACIONE
MELISSA A. MIROBALLI

MATTHEW G. HOLMES MICHAEL R. DURKIN

BRIAN W. BAUGH

NICHOLAS S. PEPPERS

ANGELO F. DEL MARTO

BR-69

RE: VILLAGE OF BROOKFIELD, ILLINOIS
TAX INCREMENT REDEVELOPMENT PROJECT AREA NO. 1

OGDEN AVENUE TIF DISTRICT

Dear Ladies and Gentlemen:

We do hereby certify that the law firm of Storino, Ramello & Durkin serves as Corporation Counsel for the Village of Brookfield, Illinois. We further state that to the best of our knowledge and belief, during the Fiscal Year ending December 31, 2014, the Village was in compliance with the Tax Increment Allocation Redevelopment Act [65 ILCS 5/11-74.4, et al. (State Bar Ed. 2014)] for the above TIF district; provided, no opinion is rendered regarding the timeliness of any reports filed by the Village pursuant to the Act.

This opinion is rendered solely for your information and no other parties shall be entitled to rely on any matters set forth herein without the express written consent of the undersigned. This opinion is limited to the matters set forth herein and no opinion may be inferred or implied beyond that expressly stated.

STORINO, RAMELLO & DURKIN

Brian W. Baugh

BWB/dcs 531963.1

Attachment C

ORDINANCE NO. 2014-44

AN ORDINANCE AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT IN THE OGDEN AVENUE TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREA WITH MEV BROOKFIELD, INC.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES THE 14TH DAY OF JULY 2014

Published in pamphlet form by authority of the Corporate Authorities of Brookfield, Illinois the 14th day of July 2014.

ORDINANCE NO. 2014-44

AN ORDINANCE AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT IN THE OGDEN AVENUE TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREA WITH MEV BROOKFIELD, INC.

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as supplemented and amended (the "Act"), the President and Board of Trustees (the "Corporate Authorities") of the Village of Brookfield, Cook County, Illinois, (the "Village") designated a redevelopment project area, approved a redevelopment plan (the "Redevelopment Plan") and adopted tax increment allocation financing for an area known as the Ogden Avenue Tax Increment Financing Redevelopment Project Area (the "Redevelopment Project Area");

WHEREAS, the Act authorizes the Corporate Authorities of the Village to enter into redevelopment agreements and to convey or dispose of land in the redevelopment project area in the manner and at such price as the Corporate Authorities of the Village determine are reasonably necessary to achieve the objectives of the Redevelopment Plan and project;

WHEREAS, MEV Brookfield, Inc., an Illinois corporation (the "Developer") has proposed to enter into a redevelopment agreement (the "Redevelopment Agreement") with the Village for purposes of redevelopment of a portion of the Redevelopment Area (the "Redevelopment Project");

WHEREAS, the Village staff has undertaken an economic evaluation/risk assessment of the proposed Redevelopment Project that has included the projected revenues, leverage ratio and gap analysis of the Redevelopment Project and the Developer

1

458257-2

equity in the Redevelopment Project to ensure that (a) Village assets are safeguarded and (b) the proposed Redevelopment Project would not otherwise occur without the assistance provided in the Redevelopment Agreement as intended by the Act. The results of the economic analysis and risk assessment have been presented to the Corporate Authorities of the Village;

WHEREAS, the Corporate Authorities of the Village have determined that:

- (A) The need for public assistance has been demonstrated and documented by the Developer to the satisfaction of the Corporate Authorities of the Village;
- (B) The Developer has demonstrated the ability to execute the proposed Redevelopment Project, taking into account its financial capacity, past experience, general reputation and credit history;
- (C) The redevelopment of this portion of the Redevelopment Area is expected to benefit the Village and the Redevelopment Project would not otherwise occur but for the investment of public funds;
- (D) The approval of the Redevelopment Agreement promotes a stable economic base that enables the Village to continue to deliver critical services to the community, supports the overall vision articulated in the 2020 Master Plan, which is the foundation for Village land use and planning, furthers the 2020 Master Plan goal of "a balanced pattern of development in the community that provides for well-designed, compatible, and economically sustainable business, employment, and residential areas and achieves the redevelopment objectives of increasing and diversifying the Village's property tax and sales tax base; promoting aesthetic improvements and preventing the onset of blight; and but for the assistance

458257-2 2

provided in the Redevelopment Agreement investment in the Redevelopment Project, would not otherwise occur;

- (E) The Redevelopment Project complies with and furthers the Redevelopment Plan; and
- (F) It is reasonably necessary to achieve the objectives of the Redevelopment Plan and project that the property identified in the Redevelopment Agreement be conveyed to the Developer at the price and upon the terms set forth in the Redevelopment Agreement;

WHEREAS, copies of the proposed Redevelopment Agreement and Redevelopment Plans and Project for the Redevelopment Area were on file for public inspection in the Office of the Village Clerk by and after June 16, 2014;

WHEREAS, on June 18, 2014, and on June 25, 2014, a notice was published in the *Brookfield Landmark* providing, among other things, an invitation to all interested parties to submit alternate proposals to the Village on or before 3:00 p.m., July 7, 2014, for redevelopment of the Village-owned real property within the Redevelopment Area to be conveyed to the Developer pursuant to the terms of the Redevelopment Agreement;

WHEREAS, the Village finds that the time period within which to submit alternate proposals was sufficient for purposes of satisfying the Act; and

WHEREAS, an alternate proposal was submitted to the Village, reviewed, analyzed, evaluated and compared to the Redevelopment Agreement and determined that it is in the best interest of the Village to reject the alternate proposal.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Brookfield, Cook County, Illinois as follows:

Section 1. The foregoing recital clauses to this ordinance are adopted as findings

of the Corporate Authorities of the Village and are incorporated herein by specific reference.

Section 2. The Redevelopment Agreement attached hereto and made a part hereof as Exhibit "A" is hereby approved.

Section 3. The Corporate Authorities of the Village hereby find that it is advisable, necessary and in the best interests of the public health, safety and welfare and the orderly development of the Village and of the Redevelopment Project Area to and hereby direct that the Village convey certain real property legally described as:

LOTS 10 TO 20, BOTH INCLUSIVE IN BLOCK 4, IN WEST GROSSDALE A SUBDIVISION OF THE WEST 1/2 OF THE WEST 1/2 OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN 18-03-101-031-0000

and commonly described as 9528-9540 Ogden Avenue, Brookfield, Illinois, to MEV Brookfield, Inc. and reserve a Permanent Easement thereon in substantial accordance with the terms and provisions set forth in the Redevelopment Agreement.

Section 4. Upon receipt from the Developer of two (2) copies of the Redevelopment Agreement executed by the Developer, the Village President is hereby authorized to execute, and the Village Clerk is hereby authorized to attest, the Redevelopment Agreement in substantially the form attached hereto as Exhibit "A," with such changes therein as shall be approved by the officials of the Village executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from and after the execution and delivery of the Redevelopment Agreement.

Section 5. The officials, officers and employees of the Village are hereby

authorized to take such further actions as are necessary to carry out the intent and purpose of this ordinance and to consummate the transactions set forth in the attached Redevelopment Agreement.

<u>Section 6.</u> This Ordinance shall be in full force and effect from and after its passage, approval, and publication as required by law.

ADOPTED this 14th day of July 2014, pursuant to a roll call vote as follows:

AYES: _	Trustees	Evans,	Garvey,	GIIMOOLEY,	ustī,	opermauser	and	куа
NAYS:_	None		outres .					
ABSENT	T: No	ne		,		,		

APPROVED by me this 14th day of July 2014.

ABSTENTION: None

Kit P. Ketchmark, President of the Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office, and published in pamphlet form this 14th day of July 2014.

Catherine Colgrass-Edwards, Clerk of the Village

of Brookfield, Cook County, Illinois

EXHIBIT "A"

REDEVELOPMENT AGREEMENT

REDEVELOPMENT AGREEMENT

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This Redevelopment Agreement ("Agreement") is entered this 14th day of July 2014 between MEV Brookfield Inc., 2000 North Racine, Suite 2260, Chicago, Illinois 60614 (the "Developer"), and the Village of Brookfield, Cook County, Illinois, an Illinois non-home rule municipal corporation ("Village"), (the Developer and the Village are collectively referred to as a "Party" or the "Parties").

RECITALS:

- A. WHEREAS, the Village has undertaken a program for the redevelopment of certain property within the Village, pursuant to the "Tax Increment Allocation Redevelopment Act," 65 ILCS 5/1 1-74.4-1 et seq., as amended (the "Act");
- B. WHEREAS, acting pursuant to the Act and after giving all notices required by law and after conducting all public hearings and meetings required by law, the Village created a Redevelopment Project Area commonly known as the "Ogden Avenue Tax Increment Financing (TIF) District" (the "Redevelopment Project Area") by ordinances (i) approving a Redevelopment Plan and Project (the "Redevelopment Plan"), (ii) designating a Redevelopment Project Area, and (iii) adopting Tax Increment Financing;
- C. WHEREAS, the Village has the authority, pursuant to the laws of the State of Illinois, to encourage private development that will enhance the local tax base and increase tax revenues realized by the Village, to foster increased economic activity within the Village, to increase employment opportunities within the Village, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes, all in the interest of the public health, safety and welfare of the Village and its inhabitants; and the Village and the Developer are authorized to enter into this Agreement pursuant to the Act and other applicable statutory and constitutional authority;

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- D. WHEREAS, the Village is the Owner of the property legally described on Exhibit "A" attached hereto (the "Redevelopment Property) which is located within the Village and within the Redevelopment Project Area;
- E. WHEREAS, the Developer desires to purchase the Redevelopment Property from the Village and to redevelop the Redevelopment Property by undertaking those improvements set forth on Exhibit "B" attached hereto (the "Project"); and, in connection with the Project, the Developer plans to enter into a lease agreement with The Sherwin Williams Company for the Redevelopment Property (the "Lease") for the operation of a Sherwin Williams paint store as more fully defined on Exhibit "C" attached hereto (the "Business");
- F. WHEREAS, the Redevelopment Plan contemplates the Village's conveying the Redevelopment Property to the Developer at less than the fair market value of the Redevelopment Property as an incentive for the Developer to undertake the costs for the redevelopment which are redevelopment project costs pursuant to the Act;
- G. WHEREAS, the Developer represents and warrants that it would not be able to undertake and complete the redevelopment of the Redevelopment Property or complete the Project without the Village's incentive in conformance with this Agreement and the Act;
- H. WHEREAS, the corporate authorities of the Village have determined that construction of the Project will provide economic benefits to the Village and is in both the Village's and the Developer's best interest and promotes the general health, safety and welfare of citizens of the Village;
- I. WHEREAS, the Village has agreed, in reliance on the Developer's commitment to construct the Project and to enter into a Lease for and the continued operation of the Business to be situated on the Redevelopment Property, to convey the Redevelopment Property to Developer;

J. WHEREAS, the Developer has agreed, in reliance on the Village's commitments set forth in this Agreement, to undertake the development, construct and complete the Project and enter into the Lease for the operation of the Business in accordance with this Agreement;

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- K. WHEREAS, in reliance upon the mutual promises contained herein, the Village and Developer are entering into this Agreement, which will constitute the full and complete understanding of the Village and Developer with respect to the subject matter hereof and supersedes all previous agreements between the parties relating to the subject matter hereof;
- L. WHEREAS, the Developer represents and warrants that it will apply for and prosecute, using commercially reasonable efforts, all necessary rights, privileges, contracts and authorizations prior and necessary to construct and complete the Project;
- M. WHEREAS, the Developer represents and warrants that it has sufficient equity financing necessary to construct the Project and a lease commitment from The Sherwin Williams Company to lease the Redevelopment Property for the operation of the Business subject to, and in accordance, with the terms of the Lease;
- N. WHEREAS, the Developer has prepared and furnished to the Village the "Project Budget" showing the total estimated costs for the Project in the amount of \$600,000;
- O. WHEREAS, this Agreement has been submitted to the Corporate Authorities of the Village for consideration and review, and the Corporate Authorities have taken all actions required to be undertaken and performed in the manner required by law prior to the execution of this Agreement in order to make the same binding upon the Village according to the terms hereof; and
- P. WHEREAS, this Agreement has been submitted to the officers and agents of the Developer for consideration and review, and such officers and agents of the Developer have taken all actions required to be undertaken and performed in the manner required by law prior to

the execution of this Agreement in order to make the same binding upon the Developer according to the terms hereof;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, the Parties agree as follows:

- 1. INCORPORATION OF RECITALS AND EXHIBITS. The statements, representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are incorporated into and made a part of this Agreement as though they were fully set forth in this Section 1. The Exhibits referred to in the Preambles and in this Agreement, which are attached to or incorporated into it by textual reference, are incorporated by reference into and made a part of this Agreement as though they were fully set forth in this Section 1. The Parties acknowledge the accuracy and validity of those Exhibits.
- 2. <u>CERTAIN DEVELOPER COVENANTS</u>, <u>REPRESENTATIONS AND WARRANTIES</u>. In consideration of the Village's substantial commitment to the redevelopment of the Redevelopment Property and its commitments contained in this Agreement, the Developer agrees, represents, warrants and covenants with and to the Village as follows and elsewhere in this Agreement:
- 2.1 Plans. The Project shall be completed in substantial conformance with this Agreement together with the plans and specifications approved by the Village. In connection with any permits or approvals required by the Village in connection with the development, construction and operation of the Project, the Village shall waive its permit fees, charges, plan review costs and other impositions assessed or imposed upon the Developer, except for any reasonably required and necessary third-party review costs in connection with the development and construction of the Project. In the event that the Project plans and specifications approved

by the Village require the relocation of that certain existing fire hydrant located on the corner of Eberly and Ogden Avenues, the Village agrees that it shall relocate such fire hydrant at its sole cost and expense prior to the date that the Developer commences construction of the Project.

by the Village. The Developer shall submit to the Village an application for a building permit for the Project on or before January 2, 2015. The Developer shall commence construction of the Project on or before sixty (60) days following the issuance of the building permit by the Village subject to Force Majeure. All costs, expenditures or expenses for which reimbursement is sought as an eligible redevelopment project cost shall be utilized in a cost-efficient manner. Nothing herein shall be deemed to limit the amount which the Developer may need to expend on the Project. The Project shall be completed and the Business in operation on or before January 1, 2016, subject to Force Majeure. The date the Business opens for business shall be known as (the "Completion Date").

2.3 Compliance with Laws and Permits.

- 2.3.1 Development, construction and operation of the Project shall comply with all applicable laws, regulations, rules and ordinances and other legal requirements of the Village, County of Cook, the State of Illinois and the United States of America.
- 2.3.2 The Developer shall apply for and secure all required permits and approvals to develop, construct and complete the Project. The Village shall cooperate with the Developer in approving necessary permits after submission of a complete application, which complies in all material respects with all applicable laws, ordinances, regulations and this Agreement.
- 2.4 <u>Developer Information</u>. The Developer shall complete a sworn Incentive Information Return ("Incentive Return" or "TIF Return") on a form provided by the Village to assist the Village in administering this Agreement and the Redevelopment Project Area. The

Developer shall submit the Incentive Return prior to any conveyance of the Redevelopment Property to the Developer. The Incentive Return shall contain information as required and necessary for the Village to carry out the objectives of this Agreement, the Redevelopment Plan, and the Act.

The Developer shall furnish information when that information is reasonably required by the Village for the administration of the Redevelopment Project Area, its administration of the Redevelopment Plan, its obligations relating to Ogden Avenue TIF or its obligations under this Agreement, its obligations under any statute, law, ordinance, resolution, rule, regulation or other legal requirement, to assure the Developer's material compliance with any statute, law, ordinance, resolution, rule, regulation or other legal requirement, and/or to assure the Developer's obligations under this Agreement. The Developer shall provide such information to the Village within a reasonable time after the Village's written request for such information. All information required to be disclosed shall be subject to "continuing disclosure," and such continuing disclosure shall be made to the Village. The Developer's information continuing disclosure obligation shall only be applicable in such instances where the Developer or the Village becomes aware of any fact or circumstance that would materially change the information previously provided by the Developer hereunder or if inaccurate or erroneous information was inadvertently previously provided by the Developer

2.5 <u>Indemnification</u>. The Developer shall indemnify, defend (with counsel reasonably acceptable to the Village and, if the Village's and the Developer's interest are in conflict, the Village will have the right to select its own counsel at the Developer's expense) and hold harmless, the Village, its elected and appointed officers, its boards, commissions and committees, the members of such boards, commissions and committees, its employees, its representatives, its agents, its financial and planning advisers, its attorneys and its volunteers,

and the successors, assigns, executors, administrators, heirs, beneficiaries, and legatees of the foregoing (the "Indemnitees"), individually and collectively, from any claims, lawsuits, damages, judgments, settlements or other liability (including, without limitation, reasonable attorneys' fees and costs) which arise directly or indirectly from the breach by Developer of this Agreement, any actions contemplated or taken pursuant to this Agreement, or any activity of Developer, or its respective officers, directors, employees, agents and contractors, occurring at the Redevelopment Property as hereafter defined. In the event that any Indemnitee is required to pay any amounts for any reasonable attorneys' fees, costs, expenses, judgment or otherwise for which indemnification is required by the Developer, then said payments made shall constitute a lien against the Redevelopment Property subordinate to any previously recorded first mortgage that encumbers the Redevelopment Property in favor of the persons and entities indemnified pursuant to this Agreement. Nothing contained in this Agreement shall be deemed to constitute a waiver by the Village or any Indemnitee of any immunity or privilege afforded by law including, but not limited to, the Illinois Governmental Tort Immunity Act. Nothing herein shall be construed so as to require such defense, indemnification or hold harmless resulting from the intentional acts, misconduct or negligence of the Indemnitees.

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2.6 Insurance.

2.6.1 Insuring the Construction of the Improvements. The Developer shall maintain

an insurance policy or policies to provide builder's risk, general liability and Workers' Compensation coverage for the construction of the Project with an insurer qualified to do business in the State of Illinois with a Best's Key Rating Guide Property/Casualty (United States) rating of a least A- and a financial rating of VIII or better (or a comparable standard under an international rating system), and with at least the minimum insurance coverages set forth below:

2.6.1.1 Minimum Scope of Insurance. Coverage shall be at least as broad as:

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- A. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village named as additional insured, on a form at least as broad as the attached sample endorsement including ISO Additional Insured Endorsement CG 2010 (Exhibit "H") Pre-2004 version, CG 2026 (Exhibit "I") Pre-2004 version; and CG2037 Completed Operations (Exhibit "J").
- B. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."
- C. Workers' Compensation as required by the Workers' Compensation Act of the State of Illinois and Employers' Liability insurance.
- D. Builder Risk Property Coverage
- 2.6.1.2 Minimum Limits of Insurance. The Developer shall maintain limits no less than the following, if required under above scope:
 - A. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
 - B. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
 - C. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

D. Builder's Risk: Shall insure against "All Risk" of physical damage, including water damage (flood not excluded), on an actual cash value.

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- 2.6.1.3 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to the Village, and if over \$10,000, approved thereby. For any deductible or self-insured retention in excess of \$10,000, at the option of the Village, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officials, agents, employees and volunteers; or the Developer shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.
- **2.6.1.4 Other Insurance Provisions.** The policies are to contain, or be endorsed to contain, the following provisions:

A. General Liability and Automobile Liability Coverages.

- 1. The Village, its officials, agents, employees and volunteers are to be covered as additional insureds as respects liability arising out of the Developer's work, including activities performed by or on behalf of the Developer; products and completed operations of the Developer; premises owned, leased or used by the Developer; or automobiles owned, leased, hired or borrowed by the Developer. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees and volunteers.
- The Developer's insurance coverage shall be primary as respects the Village, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Village, its officials, agents,

employees and volunteers shall be excess of Developer's insurance and shall not contribute with it.

- Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, agents, employees and volunteers.
- 4. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Developer shall be required to name the Village, its officials, agents, employees and volunteers as additional insureds.
- 6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
- B. Workers' Compensation and Employers' Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Village, its officials, agents, employees and volunteers for losses arising from work performed by Developer.
- C. All Coverages. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice

by certified mail, return receipt requested, has been given to the Village.

2.6.1.5 Verification of Coverage. The Developer shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees and volunteers as additional insureds (Exhibit "J"), and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its

behalf. The certificates and endorsements may be on forms provided by the Village and are to be received and approved by the Village before any work commences. The attached Additional Insured Endorsement (Exhibit "K") shall be provided to the insurer for its use in providing coverage to the additional insured. Other additional insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the attached endorsement (Exhibit "K"), such as ISO Additional Insured Endorsements CG 2010 (Exhibit "G") or CG 2026 (Exhibit "H"). The Village reserves the right to request full, certified copies of the insurance policies and endorsements.

2.6.1.6 Subcontractors. The Developer shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

2.6.1.7 Assumption of Liability. The Developer assumes liability for all injury to or death of any person or persons including employees of the Developer, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this agreement.

2.6.2 <u>Insurance Covering the Project</u>. Throughout the term of this Agreement and following the completion of the construction of the Project, the Developer or its successor, assignee or designee shall maintain (or shall cause its tenant or occupant of the Redevelopment Property to maintain) an insurance policy or policies insuring the Redevelopment Property (and structures and improvements located thereon), against loss by fire or other hazard, in an amount equal to the value of the Redevelopment Property, with an insurer satisfying the requirements of

Section 2.6.1 above. The Developer (or its tenant or occupant of the Redevelopment Property) shall increase the amount of such coverage in amounts equal to any increases in the cost to reconstruct which occur from time to time. The Developer shall provide (or cause to be provided) the Village with copies of such policies or Certificates of Insurance evidencing such policies (or such other evidence of self-insurance as is customary indicating that Developer or its tenant or occupant has elected to self-insure). Promptly following the completion of the construction of the Project, the Developer shall deliver (or cause to be delivered) to the Village all required Certificates of Insurance under this Section 2.6.2 (or such other evidence of self-insurance as is customary indicating that Developer or its tenant or occupant has elected to self-insure) which shall comply with the terms of this Agreement.

In the event the Developer fails to procure the insurance required by this Section 2.6, after thirty (30) days' written notice, the Village may procure such insurance at the Developer's expense.

2.6.3 Additional Insurance Provisions. Notwithstanding the foregoing, any tenant or occupant of the Developer responsible or allowed to maintain any insurance under this Agreement may "self-insure" in whole or in part and/or carry insurance required hereunder under master or blanket policies of insurance if such tenant or occupant of the Redevelopment Property: (i) has a net worth in excess of Ten Million Dollars (\$10,000,000.00) as shown on its most recent audited financial statements, or (ii) is a net lessee of the Redevelopment Property and is permitted to "self-insure" under any such lease agreement and has satisfied all requirements and conditions with respect to such plan of self-insurance under such lease agreement. Any tenant or occupant of the Redevelopment Property that proposes to satisfy the property insurance requirement of paragraph 2.6.2. by self-insurance shall submit to the Village for its review and verification: (i) its most recent audited financial statements showing it has a

net worth in excess of Ten Million Dollars (\$10,000,000.00) or (ii) a copy of the net lease of the Redevelopment Property, certified by the lessor and lessee as being true and accurate, permitting the lessee to self-insure.

- 2.7 <u>Developer Financing</u>. It is recognized that, in addition to the financial assistance provided by the Village, additional funds may be required to complete the Project. The Developer shall obtain all such additional financing or use such reserve funds as required.
- 2.8 <u>Developer Covenants, Representations, and Warranties</u>. The Developer covenants, represents and warrants as of the date hereof and until all Requests for Disbursement have been made and approved that:
 - A. The Developer is an Illinois corporation in good standing.
- B. The Developer has the right, power and authority to enter into, execute, deliver and perform this Agreement;
- C. The execution, delivery and performance by the Developer of this Agreement has been duly authorized by all necessary action, and does not and will not violate any applicable provision of law, or constitute a breach of, default under or require any consent under any agreement, instrument or document to which the Developer is now a party or by which the Developer is now or may become bound;
 - D. The Developer is able to pay its debts as they mature;
- E. There are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting the Developer which would impair its ability to perform under this Agreement;
- F. The Developer has and shall from time to time obtain and maintain all government permits, certificates and consents (including, without limitation, appropriate environmental approvals) necessary to commence construction, complete and operate the

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Project; and the Developer is not in default with respect to any indenture, loan agreement, mortgage, deed, note or any other agreement or instrument related to the borrowing of money to which the Developer is a party or by which the Developer is bound which would adversely affect its ability to perform under this Agreement.

Prevailing Wage. The economic incentive provided for in this Agreement may 2.9 be interpreted by Illinois Department of Labor to require that prevailing wages be paid to laborers, mechanics and other workers employed in the construction of the Project. The Developer hereby assumes all liability for the payment of prevailing wages to be paid to laborers, mechanics and other workers employed in the construction of the Project and compliance with the requirements of the prevailing Wage Act (820 1LCS 130). The Developer shall indemnify and hold harmless the Village from any and all claims for failure to pay prevailing wages or the failure to comply with the requirements of the Prevailing Wage Act (820 ILCS 130) in connection with the construction of the Project and shall indemnify the Village for any cost, expense, and damages which the Village may be obliged to pay by reason of any such failure to pay prevailing wages or the failure to comply with the requirements of the Prevailing Wage Act (820 ILCS 130) in connection with the construction of the Project. The Developer shall cause all contracts for the construction of the Project with its contractor and to obligate contractually its contractor to include in all of its contracts for the construction of the Project with subcontractors of each and every tier to include the following requirements:

A. That all wages paid by the contractor and each subcontractor shall be in compliance with the Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern;

- B. That the contractor shall be responsible to notify each subcontractor of the wage rates required by the Prevailing Wage Act (820 ILCS 130), as amended, and any revisions thereto;
- C. If the Illinois Department of Labor revises the wage rates, the revised rate as provided by the Village shall apply to the contract;
- D. The contractor and each subcontractor shall make and keep, for a period of not less than three (3) years, records of all laborers, mechanics, and other workers employed by them on the Project. The records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, and the starting and ending times of work each day;
- E. The contractor and each subcontractor shall submit monthly, in person, by mail, or electronically a certified payroll to the Village for all laborers, mechanics, and other workers employed by them on the Project. The certified payroll shall consist of a complete copy of the records exclusive of any employee social security numbers or other personal, non-public information. The certified payroll shall be accompanied by a statement signed by the contractor or subcontractor, which avers that:
 - (i) Such records are true and accurate;
 - (ii) The hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and
 - (iii) The contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor;
- F. Upon two (2) business days' notice, the contractor and each subcontractor shall make available for inspection the records to the public body in charge of the project, its officers

and agents, and to the Illinois Director of Labor and his/her deputies and agents at all reasonable hours at a location within Illinois. The contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Village or the Illinois Department of Labor;

- G. If requested in writing by the Village, the Developer shall provide the Village with copies of all such contracts entered into by the Developer or others to evidence compliance with this Section.
- 2.10 <u>Developer's Performance</u>. The Developer shall not knowingly enter into any transaction that would materially and adversely affect its ability to perform its obligations hereunder or to pay any material liabilities or perform any material obligations of the Developer to any other person or entity related to the Project. The Developer shall, within thirty (30) days, notify the Village of any and all events or actions of which it becomes aware which materially affect the Developer's ability to carry on its business operations or perform obligations under this Agreement or any other documents and agreements related to the Project.
- 2.11 <u>Compliance With Law.</u> The Project and the Redevelopment Property shall be in material compliance with all applicable federal, state and local laws, statutes, ordinances, regulations, executive orders and codes pertaining to or affecting the Project and the Redevelopment Property.
- 2.12 <u>Compliance with Agreements</u>. The Developer will materially comply with all contracts, licenses, permits and agreements relating to the Project. The Developer shall, within thirty (30) days, immediately notify the Village in writing of the occurrence of any material default under any such contract, license, permit or agreement relating to the Project of which the Developer becomes aware.

- 2.13 <u>Survival of Covenants</u>. All warranties, representations, covenants and agreements of the Developer contained in this Section and elsewhere in this Agreement shall be true, accurate and complete in all material respects at the time of the Developer's execution of this Agreement and shall survive the execution, delivery and acceptance hereof by the parties hereto and shall be in effect until termination or expiration of this Agreement.
- Books and Records. The Developer shall maintain adequate books and records 2.14 concerning the redevelopment of the Redevelopment Property, the Project and this Agreement (but such records shall expressly exclude trade secrets and commercial or financial information kept under a claim that they are proprietary, privileged or confidential, exempt from disclosure under subsection 7(g) of the Freedom of Information Act (5 ILCS 140/7(g)) and provided that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the Developer). The books and records shall be maintained by the Developer in compliance with the requirements of the Local Records Act (50 ILCS 205/1 et seq.) and the Freedom of Information Act (5 ILCS 140/1 et seq.) until the earlier of (i) written approval for the disposal of such records is obtained from the Local Records Commission or (ii) the delivery by the Developer of all of the books and records required to be maintained by the Developer concerning the redevelopment of the Redevelopment Property to the Village. All books, records and tax returns required to be maintained by the Developer shall be available for review, copying and audit by an authorized representative of the Village. The Developer shall cooperate fully with any audit conducted by Village, shall provide full access to all relevant materials and shall provide adequate and appropriate workspace, in order for the Village to conduct any audit in compliance with this section. The Developer shall comply (a) with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1 et seq.); (b) with any request for public records made pursuant to any audit; and (c) by providing full access to and

copying of all relevant books and records within a time period which allows the Village to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 et seq.). Failure by the Developer to maintain the books, records and supporting documents required by this section or the failure by the Developer to provide full access to and copying of all relevant books and records within a time period which allows the Village to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 et seq.) shall establish a presumption in favor of the Village for the recovery of any funds paid by the Village under this Agreement or for the recovery for any penalties or attorneys' fees imposed by the Freedom of Information Act (5 ILCS 140/1 et seq.). The Developer shall incorporate this right to inspect, copy, audit and examine all books and records into all contracts entered into by the Developer with respect to the Project. The obligations imposed by this section shall survive the termination of the other obligations imposed by this Agreement.

- 2.15 <u>Inspection Rights</u>. Any authorized representative of the Village shall have reasonable access to all portions of the Project and the Redevelopment Property during normal business hours upon reasonable notice to the Developer for the purpose of determining compliance with this Agreement and applicable laws, regulations and ordinances, including, but not limited to, building, fire and safety codes.
- 2.16 Progress Reports. Until opening of the Business, the Developer shall provide the Village with written progress reports commencing ninety (90) days after execution of this Agreement and continuing on a quarterly basis thereafter detailing the status. The Developer shall notify the Village upon substantial completion of construction of the Project.
- 2.17 <u>Village Signage</u>. Upon the Village's written request, the Developer shall, at the Village's sole cost, erect a sign of size and style jointly approved by the Village and the Developer in a location on the Redevelopment Property to be jointly approved by the Village and

the Developer during construction of the Project, indicating that economic development incentives have been provided by the Village (but excluding any reference to, or identification of the Developer), which location shall not unreasonably interfere with the construction of the Project. The Village reserves the right to include the name, photograph, artistic rendering of the Project and other pertinent information regarding the Developer, the Redevelopment Property and the Redevelopment Project in the Village's promotional literature and communications.

- 2.18 <u>Conflict of Interest Disclosure</u>. Pursuant to Section 5/11-74.4-4(n) of the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 *et seq.*), the Developer represents, warrants and covenants that, to the best of its knowledge, no member, official, or employee of the Village or of any Village commission or committee exercising authority over the Redevelopment Project, the Redevelopment Area or the Redevelopment Plan, or any consultant hired by the Village, in connection with the planning and preparation of the Redevelopment Plan or Project, owns or controls, has owned, controlled or will own or control any interest in the Developer, the Redevelopment Property or the Project.
- 2.19 <u>Pending/Threatened Litigation</u>. The Developer represents and warrants that there is no pending or threatened litigation or administrative proceedings within its knowledge which could have a material adverse impact on the Project or financial condition of the Developer or its shareholder(s).
- 2.20 Operating Covenant. The Developer covenants the continued operation of the Business for a period of one (1) day. The Parties agree that the Economic Incentive contained in this Agreement is based in part upon a commitment by the Developer that the Business will continue to occupy and operate its business on the Redevelopment Property for a period of one (1) day.

- 2.21 Restrictive Use Covenant. Except as an incidental use to a use which otherwise complies with the foregoing, no portion of the Redevelopment Property may be owned, held, occupied, used, leased, enjoyed, or operated for any uses which are non-sales-tax generating uses. The restrictive use covenant set forth in this Section 2.21 shall: (i) be effective upon the Effective Date of this Agreement and shall terminate five (5) years following the Effective Date of this Agreement; (ii) constitute a covenant burdening and running with the Redevelopment Property and any portion thereof; (iii) be binding upon the Developer and any person or entity which has, or obtains, an interest in the Redevelopment Parcel or any portion thereof; and (iv) benefit, inure to, and be enforceable by, the Village.
- 2.22 <u>Covenant to Repair, Rebuild.</u> In the event that the structures or improvements to the Redevelopment Property are damaged or destroyed by fire or other hazard within five (5) years following the Effective Date of this Agreement, the Developer shall, or shall cause the tenant or occupant of the Redevelopment Property to promptly repair, replace or rebuild the structures and improvements damaged or destroyed by fire or other hazard.
- 3. CONVEYANCE OF PROPERTY. The provisions of this Section 3 shall be conditioned upon and subject to compliance, in all material respects, with all applicable statutes, laws, ordinances, resolutions, rules, regulations and other legal requirements. Provided that the Developer demonstrates sufficient capital to construct the Project and an executed enforceable lease from the operator of the Business to operate the Business on the Redevelopment Property for a term not less than five (5) years and provided that the Developer has delivered to the Village written notice that the Developer is prepared to proceed with completion of the environmental remedial action completion plan, the Village shall convey by quit claim deed the Redevelopment Property to the Developer, free and clear of all taxes, encumbrances, except for the Permanent Easement retained by the Village as herein provided, adverse covenants

Redevelopment Agreement

prohibiting the Project, lease, tenancies or parties in possession, within thirty (30) days of approval of the Final Site, Landscaping and Engineering Plan having been approved by the Village. The Village shall retain a Permanent Easement to a parcel of land on the southwest corner of the Redevelopment Property, triangular in shape as depicted on Exhibit "E." The sale price for the conveyance shall be ten dollars (\$10.00); however, it is recognized that the "Actual Value" of the Redevelopment Property is more than ten dollars (\$10.00). The "Actual Value" shall be reasonably determined by the Village in accordance with the terms hereof. In the event that the Developer obtains at its cost and expense an independent appraisal, the Village will consider that appraisal when determining the Actual Value. The Village shall at its cost provide a title commitment and survey of the Redevelopment Property within ten (10) days of this Agreement, and this Agreement shall be subject to the Developer's review and approval thereof. The Village shall provide and pay for a title policy in the amount of the appraised values for the Redevelopment Property at closing.

The quit claim deed for the Redevelopment Property shall provide that the title to the Redevelopment Property will revert to the Village free from all liens and encumbrances, except those existing at the time of conveyance to the Developer, in the event that the Developer has not completed construction of the Project on or before January 1, 2016, subject to Force Majeure.

The Village shall convey the Redevelopment Property subject to a pending environmental remediation plan from the Illinois Environmental Protection Agency. The Developer shall take such steps as necessary to comply with and complete the pending environmental remediation action completion plan, including the Remedial Action Completion Report Addendum, the Property Owner Certification of No Further Site Remediation Program Form. The Developer shall construct and install the asphalt barrier, clean soil barrier, concrete cap barrier and the building (collectively, the "engineered barriers") as described in the Draft No

Further Remediation Letter (Exhibit "L") and the Shaw Environmental, Inc. Remedial Action Completion Report - Former Agency Facilities II Brownfield Property Located at 9528-9540 Ogden Avenue Brookfield, Illinois, marked as Exhibit "M" so as to obtain the issuance of a No Further Remediation Letter from the Illinois Environmental Protection Agency for the Project. In the event that the Illinois Environmental Protection Agency requires the Developer to undertake environmental remediation measures in addition to those described in the Draft No Further Remediation Letter (Exhibit "L") and the Shaw Environmental, Inc. Remedial Action Completion Report - Former Agency Facilities II Brownfield Property Located at 9528-9540 Ogden Avenue Brookfield, Illinois, (Exhibit "M") in order for the Developer to receive a No Further Remediation Letter, the Developer may, at any time prior to the delivery to the Village of the written notice that the Developer is prepared to proceed with completion of the environmental remedial correction plan, terminate this Agreement by delivery of written notice to the Village of the Developer's intention to terminate this Agreement. If the Developer elects to proceed with additional environmental remediation work required by the Illinois Environmental Protection Agency beyond that described in Exhibits L and M, the Village shall reimburse an amount not to exceed Two Thousand Five Hundred Dollars (\$2,500) to the Developer towards such expenses, the reimbursement being due to the Developer within thirty (30) days following the delivery to the Village of paid invoices for such expenses.

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4. <u>VILLAGE'S PERMANENT EASEMENT</u>. At the time of closing for the Redevelopment Property, the Village's Permanent Easement as generally depicted on Exhibit E (the "Village Land") shall be recorded against the Redevelopment Property. The Village's Permanent Easement shall be prepared by and in a form reasonably satisfactory to the Village attorney and the Developer.

for a period of one (1) year commencing upon the date first written above; provided, however, that without further action by either Party other than the appropriation by the Village of sums sufficient to perform its obligations under this Agreement, this Agreement shall be renewed annually until the obligations of the Developer and the Village are fully performed. In the event that no sum is necessary for the Village to perform its obligations under this Agreement, this Agreement shall be renewed annually without further action until the obligations of the Developer and the Village are fully performed.

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- 6. <u>COOPERATION OF THE PARTIES</u>. The Village and the Developer agree to cooperate reasonably with each other when requested to do so concerning the development, construction and operation of the Project.
 - 7. TIME PERFORMANCE. For this Agreement, TIME IS OF THE ESSENCE.
- 8. NO JOINT VENTURE, AGENCY, THIRD-PARTY BENEFICIARY OR PARTNERSHIP CREATED. Neither anything in this Agreement nor any acts of the Parties to this Agreement shall be construed by the Parties or any third person to create the relationship of a partnership, agency, or joint venture between or among the Parties or any third party beneficiary.
- 9. NO PROTEST OF TAX RATE OR RETAILERS' OCCUPATION TAX.

 The Developer shall not, and the Developer shall contractually provide that its tenant of the Redevelopment Property shall not, protest, contest or otherwise seek to lower the assessed valuation of the Redevelopment Property or the Village's real estate property tax rate levied on the Redevelopment Property, or protest, contest or otherwise seek to lower the Village's Retailers' Occupation Taxes for a period of five (5) years from the Effective Date of this Agreement.

10. EQUAL EMPLOYMENT OPPORTUNITY. In the event of the Developer's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights, Developer may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations; and this Agreement may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, Developer agrees as follows:

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- 10.1. That Developer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.
- 10.2. That, if the Developer hires additional employees in order to perform this contract or any portion of this contract, it will determine the availability (in accordance with the Illinois Department of Human Rights Rules and Regulations) of minorities and women in the areas from which Developer may reasonably recruit; and Developer will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.
- 10.3. That, in all solicitations or advertisements for employees placed by Developer or on the Developer's behalf, the Developer will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability

unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service.

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- 10.4. That the Developer will send to each labor organization or representative of workers with which the Developer has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Developer's obligations under the Act and the Illinois Department of Human Rights Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with Developer in the Developer's efforts to comply with the Illinois Human Rights Act and Illinois Department of Human Rights Rules and Regulations, Developer will promptly notify the Illinois Department of Human Rights; and the Village and will recruit employees from other sources when necessary to fulfill its obligations under the contract.
- 10.5. That the Developer will submit reports as required by the Illinois Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.
- 10.6. That the Developer will permit access to all relevant books, records, accounts and work sites by personnel of the Village and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.
- 10.7. That the Developer will include verbatim or by reference, the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the Developer will be liable for compliance with applicable provisions of this clause by subcontractors; and, further, it will

promptly notify the Village and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Developer will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

- maintain or provide for its employees any segregated facilities at any of its establishments and not permit its employees to perform their services at any location, under its control, where "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise. The Developer shall (except where it has obtained identical certifications from proposed subcontractors and material suppliers for specific time periods) obtain certifications in compliance with this subparagraph from proposed subcontractors or material suppliers prior to the award of a subcontract or the consummation of material supply agreements, exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity Clause, and that Developer will retain such certifications in its files.
- 12. <u>SEXUAL HARASSMENT POLICY</u>. The Developer has and will have in place and will enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).
- 13. <u>CERTIFICATIONS.</u> The Developer shall submit to the Village the Certification attached hereto as Exhibit "F" signed by its president before a notary public.

If any of the Parties shall default under this 14. DEFAULT/REMEDIES. Agreement or fail to perform or keep any material term or condition required to be performed or kept by such Party (an "Event of Default), such Party shall, upon written notice from the other Party, proceed to cure or remedy such default or breach within thirty (30) days after receipt of such notice, provided, however, that in the event such default is incapable of being cured within said thirty (30) day period and the defaulting Party commences to cure the default within said thirty (30) day period and proceeds with due diligence to cure the same, such Party shall not he deemed to be in default under this Agreement. In the case of an Event of Default by the Developer, should such action to cure not be taken or not be pursued diligently, or the default or breach shall not be cured or remedied within the above period, the Village may suspend payment of the Incentive Amount until the Developer commences and diligently pursues a cure. Any delay by any Party in instituting or prosecuting any actions or proceedings or asserting its rights under this Agreement shall not operate as a waiver of such rights in any way (it being the intent of this provision that such Party should not be constrained so as to avoid the risk of being deprived of or limited in the exercise of the remedies provided by law, equity or this Agreement because of the default involved). A waiver made by any Party with respect to any specific default by any other Party under this Agreement must be expressly and specifically made in writing and shall not be construed as a waiver of rights with respect to any other default by the defaulting Party under this Agreement or with respect to the particular default except to the extent expressly and specifically waived in writing.

15. FORCE MAJEURE. The parties will diligently perform their obligations hereunder subject to Force Majeure. The term "Force Majeure" as used herein shall mean any delays incurred by a Party due to strikes, lockouts, acts of God, enemy action, civil commotion, governmental restrictions or delays in obtaining permits (but solely to the extent that such delays

are not caused by and are beyond the control of the Party claiming such Force Majeure), lawsuits against any Party that delays or stops construction or preemption, fire or other casualty, shortage of materials, unusually adverse weather conditions, or other cause beyond the reasonable control of the Party, for so long as the Party is using its reasonable good faith efforts to end any such delay if the Party asserting the Force Majeure is reasonably capable of doing so.

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16. <u>NOTICES</u>. All notices, demands, requests, and other communications under this Agreement shall be in writing and shall be either personally delivered or mailed, by U.S. Postal Service, registered or certified mail, return receipt requested, postage pre-paid, or reputable overnight courier service to the Parties at the following addresses:

IF TO THE DEVELOPER:

MEV Brookfield Inc.

2000 North Racine, Suite 2260

Chicago, Illinois 60614

Attention: Kevin Vernick, President

and,

WITH COPIES TO:

Michael J. Levick, Esq. Levick Legal Group, LLC

350 W. Hubbard Street, Suite 620

Chicago, Illinois 60654

IF TO THE VILLAGE:

Village of Brookfield 8820 Brookfield Avenue Brookfield, 1L 60446

Attention: Riccardo F. Ginex, Village Manager

And

WITH COPIES TO:

Richard J. Ramello, Village Attorney

Storino, Ramello & Durkin

9501 West Devon Avenue, Suite 800

Rosemont, IL 60018

or at such other address or to such other Party as the Parties may designate in writing delivered or mailed as described above. Notices shall be deemed given upon receipt, in the case of notice

444560.14 Rev. 7/8/14 Redevelopment Agreement

by personal delivery or overnight courier, and five (5) business days after being deposited with the U.S. Postal Service, in the case of notice by registered or certified mail.

17. ENTIRE AGREEMENT/AMENDMENTS. This Agreement sets forth all the promises, inducements, agreements, conditions and understandings of the Parties relative to the subject matter hereof, superseding all prior negotiations, agreements and understandings; and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between the Parties, except as set forth herein. The Village is not obligated to make any further payments to the Developer or to provide any other economic incentive for the development of the Redevelopment Property other than those incentives described in this Agreement. No amendment, revision, change or addition to this Agreement shall be binding upon the Parties unless authorized in accordance with law and reduced to a writing which is executed by both Parties.

18. SUCCESSORS AND ASSIGNS.

- 18.1. Except as provided in this Agreement, the agreements, undertakings, rights, benefits and privileges set forth in this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, assigns and legal representatives, including, without limitation, successor governing bodies/members of the Developer and the Village and successor Developers of the Redevelopment Property.
- 18.2. The Developer's obligations and rights pursuant to this Agreement shall be assignable only with the Village's written consent, not to be unreasonably withheld, conditioned or delayed. The Developer may, however, for the purpose of obtaining any financing for the Project, provide a collateral assignment of this Agreement to any lender or any successor or subsequent lender (the "Lender") as collateral security, without the Village's consent; and this Agreement shall be subordinate to any such financing.

19. GOVERNING LAW AND VENUE. The validity, meaning and effect of this Agreement shall be determined in accordance with the laws of the State of Illinois. The venue for any action under or resulting from this Agreement shall be in the Circuit Court of Cook County, Illinois.

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- 20. <u>CAPTIONS AND PARAGRAPHS HEADINGS</u>. The captions and paragraph headings used in this Agreement are for convenience only and are not a part of this Agreement and shall not be used in construing it.
- 21. <u>CONFLICTS</u>. In the event of a conflict between the provisions of this Agreement and the provisions of any Village ordinance, the provisions of this Agreement shall prevail to the extent permitted by law.
- 22. <u>DEFINITION OF TERMS/CONSTRUCTION OF AGREEMENT</u>. Any terms which are not defined in this Agreement shall have the same meaning as they do in the Tax Increment Allocation Redevelopment Act, unless herein indicated to the contrary. This Agreement has been negotiated by the Parties hereto and their respective attorneys. The language in this Agreement shall not be construed for or against either party based upon any rule of construction favoring the non-drafting Party. Words in the masculine, feminine or neuter shall apply to either gender or neuter, as appropriate.
- 23. <u>RECORDING/COVENANT</u>. This Agreement (or a memorandum thereof) shall be recorded against the Property with the Cook County Recorder of Deeds and shall constitute a covenant running with the land.
- 24. <u>EXECUTION OF THIS AGREEMENT</u>. This Agreement shall be signed last by the Village, and its Village President shall affix the date on which he signs and approves this Agreement on the first page hereof, which date shall be the first date on which he is legally

authorized to execute this Agreement on the Village's behalf and which date shall be the "Effective Date" of this Agreement.

- 25. NO PERSONAL LIABILITY. The Developer recognizes that the persons signing this Agreement on behalf of the Village, the Village President, Village Board of Trustees, the Village Manager, the Village agents, officers, financial consultants, employees and attorneys, shall have no personal liability and that each is acting solely in his or her official or professional capacities.
- 26. SEVERABILITY. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed to be excised from this Agreement, the invalidity of such provision shall not affect any of the other provisions of this Agreement and those other provisions shall continue in full force and effect to the extent possible. Neither of the Parties shall challenge the validity or enforceability of this Agreement nor any provision of this Agreement, nor assert the invalidity or unenforceability of this Agreement or any provision of it.
- 27. ASSURANCE OF FURTHER ACTION. From time to time hereafter and without further consideration, each of the Parties to this Agreement shall execute and deliver, or cause to be executed and delivered, such recordable memoranda, further instruments, and agreements, and shall take such other actions, as any other Party may reasonably request, in order to more effectively memorialize, confirm and effectuate the intentions, undertakings and obligations contemplated by this Agreement.
- 28. <u>ESTOPPEL CERTIFICATES</u>. Each of the Parties hereto agrees to provide the other, upon not less than ten (10) business days prior request, a certificate ("Estoppel Certificate") certifying that this Agreement is in full force and effect (unless such is not the case, in which such case, Parties shall specify the basis for such claim), that the requesting Party is not

in default of any term, provision or condition of this Agreement beyond any applicable notice and cure provision (or specifying each such claimed default) and certifying such other matters reasonably requested by the requesting Party.

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[TEXT OF AGREEMENT ENDS HERE; SIGNATURE PAGES TO FOLLOW.]

444560.14 Rev. 7/8/14 Redevelopment Agreement

By:

Kit P. Ketchmark, Village President

ATTEST:

By:

Catherine Colgrass-Edwards, Village Clerk

444560.14 Rev. 7/8/14 DEVELOPER: MEV Brookfield Inc., an Illinois corporation

ATTEST:

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INDEPENDENT AUDITORS' REPORT

This section includes the opinion of the Village of Brookfield's independent auditing firm.

INDEPENDENT AUDITORS' REPORT

May 29, 2015

The Honorable Village President Members of the Board of Trustees Village of Brookfield, Illinois

We have audited the accompanying financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the Village of Brookfield, Illinois, as of and for the year ended December 31, 2014, and the related notes to the financial statements, which collectively comprise the Village's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Village's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Village's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the Village of Brookfield, Illinois, as of December 31, 2014, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Village of Brookfield, Illinois May 29, 2015 Page 2

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis as listed in the table of contents and budgetary information reported in the required supplementary information as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Village of Brookfield, Illinois', financial statements as a whole. The introductory section, combining and individual fund financial statements and budgetary comparison schedules, supplemental schedules, and statistical section are presented for purposes of additional analysis and are not a required part of the financial statements.

The combining and individual fund financial statements and budgetary comparison schedules and supplemental schedules are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the financial statements. Such information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual fund financial statements and budgetary comparison schedules and supplemental schedules are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

VILLAGE OF BROOKFIELD, ILLINOIS

Nonmajor Governmental Funds

Combining Balance Sheet December 31, 2014

		Sr	Special Revenue	
	Motor Fuel	Hotel/Motel	Ogden Ave	
	Tax	Tax	TIF	
ASSETS				
Cash and Investments	\$ 687,992	52,051	79,739	
Due from Other Governments	47,791	<u> </u>	."	
Prepaids/Inventories	into		46,188	
Total Assets	735,783	52,051	125,927	
LIABILITIES Accounts Payable Due to Other Funds Total Liabilities		<u>-</u> .	3,075	
FUND BALANCES				
Nonspendable	<u></u>	á.	46,188	
Restricted	735,783	52,051	76,664	
Assigned	<i>2</i>	₩.	***	
Unassigned	<u> </u>	<u>-</u>	<u></u>	
Total Fund Balances	735,783	52,051	122,852	
Total Liabilities and				
Fund Balances	<i>7</i> 35,783	52,051	125,927	

11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		Capital Projects		
Congress	Foreign Fire	Equipment	Parks	
Park TIF	Insurance	Replacement	Project	Totals
	, -			
_	19,691	77,135	130	916,608
-	in,	÷	257,000	304,791
285,000	**	<u></u>	is the second se	331,188
285,000	19,691	77,135	257,000	1,552,587
			AND REPORT AND CONTRACT OF THE PARTY AND CON	
€:	general de la companya de la company		. *	
5,764	La.	÷	55,627	64,466
1,354	•	uu.'	195,514	196,868
7,118		-	251,141	261,334
				•
285,000	=	-	-	331,188
-	19,691	-	4,	884,189
<u> </u>	- Albert	77,135	5,859	82,994
(7,118)	`•as		·	(7,118)
277,882	19,691	77,135	5,859	1,291,253
285,000	19,691	77,135	257,000	1,552,587

VILLAGE OF BROOKFIELD, ILLINOIS

Nonmajor Governmental Funds

Combining Statement of Revenues, Expenditures and Changes in Fund Balances For the Fiscal Year Ended December 31, 2014

		Sp	Special Revenue	
	Motor Fuel	Hotel/Motel	Ogden Ave	
	Tax	Tax	TIF	
Revenues				
Taxes	\$ -	12,065	***	
Intergovernmental	635,898	, 	**	
Miscellaneous	, ÷	₩ <u>*</u>	<u>,</u>	
Total Revenues	635,898	12,065	- XX	
Expenditures				
General Government	-	0 4	ÃC.	
Public Safety	-	-	<i>*</i>	
Highways and Streets	5,888	lact	21,390	
Capital Outlay	ਾ ਵ	<u> </u>	-	
Total Expenditures	5,888		21,390	
Excess (Deficiency) of Revenues	>			
Over (Under) Expenditures	630,010	12,065	(21,390)	
Other Financing Sources (Uses)				
Transfers In	•	-	-	
Transfers Out	(500,000)	ت	ند	
	(500,000)	. •		
Net Change in Fund Balances	130,010	12,065	(21,390)	
Fund Balances - Beginning	605,773	39,986	144,242	
Fund Balances - Ending	735,783	52,051	122,852	

		Capital Projects		
Congress	Foreign Fire	Equipment	Parks	
Park TIF	Insurance	Replacement	Project	Totals
-	19,579	-	-	31,644
***	-	*	295,000	930,898
	-	en!	326	326
-	19,579		295,326	962,868
		-	42,475	42,475
_	17,932	••	-	17,932
1,493	_	**	•	28,771
	3,897	*	495,044	498,941
1,493	21,829	**	537,519	588,119
(1,493)	(2,250)	*	(242,193)	374,749
_	-	-	150,000	150,000
**		(100,000)	•	(600,000)
.=	*	(100,000)	150,000	(450,000)
(1,493)	(2,250)	(100,000)	(92,193)	(75,251)
279,375	21,941	177,135	98,052	1,366,504
277,882	19,691	77,135	5,859	1,291,253

VILLAGE OF BROOKFIELD, ILLINOIS

Ogden Avenue TIF - Special Revenue Fund

Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual For the Fiscal Year Ended December 31, 2014

	Budget		
	Original	Final	Actual
Revenues			
Taxes	4		
Property Taxes	\$ -	6,000	**
Expenditures			· ·
Highways and Streets			
Contractual Services			
Professional Services	8,500	18,500	13,693
Other Contractual			7,697
Total Expenditures	8,500	18,500	21,390
Net Change in Fund Balance	(8,500)	(12,500)	(21,390)
Fund Balance - Beginning			144,242
Fund Balance - Ending			122,852

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REPORT OF INDEPENDENT ACCOUNTANTS

May 29, 2015

The Honorable Village President Members of the Board of Trustees Village of Brookfield, Illinois

We have examined management's assertion included in its representation report that the Village of Brookfield, Illinois, with respect to the Ogden Avenue Redevelopment Area, complied with the requirements of subsection (q) of Section 11-74.4-3 of the Illinois Tax Increment Redevelopment Allocation Act (Illinois Public Act 85-1142) during the year ended December 31, 2014. As discussed in that representation letter, management is responsible for the Village of Brookfield, Illinois' compliance with those requirements. Our responsibility is to express an opinion on management's assertion about the Village's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about the Village of Brookfield, Illinois' compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on the Village of Brookfield, Illinois' compliance with specified requirements.

In our opinion, management's assertion that the Village of Brookfield, Illinois complied with the aforementioned requirements during the year ended December 31, 2014 is fairly stated in all material respects.

This report is intended solely for the information and use of the Village President, Board of Trustees, management, and the Illinois Department of Revenue and is not intended to be and should not be used by anyone other than these specified parties.

LAUTERBACH & AMEN, LLP

Lauterback + amen LCP